

INSURE YOUR FILM ONLINE!

**Particular Conditions**

**Specific Conditions**

**General Conditions**

The particular conditions take precedence over the specific conditions and over the general conditions.

The specific conditions take precedence over the general condition.

The French General Conditions take precedence over the English General Conditions.

English Version is a translation of the  
French Version with reference CG-FILM-FR-01052010

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## 1 CONDITIONS OF INSURABILITY

**Our rates are valid only if the conditions listed under the present section are fulfilled. Should one of the conditions not be fulfilled, the company is entitled to refuse any indemnity unless otherwise provided by the particular conditions.**

### 1.1 TERRITORIALITY IN RESPECT OF THE PRODUCTION GUARANTEES

Worldwide cover with the exception of countries at war and the following countries:

Afghanistan, Albania, Algeria, Angola, Azerbaijan, Bangladesh, Benin, Bolivia, Botswana, Burundi, Cameroon, Chad, Columbia, Democratic Republic of Congo, Djibouti, El Salvador, Eritrea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guam, Honduras, Iraq, Iran, Israel, Ivory Coast, Jordan, Kazakhstan, Kyrgyzstan, Kuwait, Lebanon, Lesotho, Liberia, Libya, Malawi, Mali, Mauritania, Mozambique, Myanmar, Namibia, Nauru, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palestine, Papua New Guinea, Paraguay, Peru, Central African Republic, North Korea, Rwanda, Saudi Arabia, Sierra Leone, Somalia, Sri Lanka, Sudan, Swaziland, Syria, Tajikistan, Togo, Tonga, Turkmenistan, Uganda, Ukraine, Uruguay, Venezuela, Yemen, Zambia, Zimbabwe.

### 1.2 TERRITORIALITY IN RESPECT OF THE 'ASSISTANCE' INSURANCE

See Travel Assistance General Conditions (Reference : CG-ASSISTANCE-EN).

### 1.3 ABSENCE OF AGGRAVATING RISKS

Aggravating risks are understood to mean:

- a) Shooting under water, underground or by air other than from a helicopter.
- b) Shooting in mountains at an altitude higher than 2000 meters and away from marked roads.
- c) Shooting from a sailing boat, a small boat, or a navigating leisure boat.
- d) The use of animals well-known to be dangerous.
- e) Persons over 70 years old insured under the Cast Non-Appearance guarantee and named in the Particular Conditions.
- f) Persons insured under the Cast Non-Appearance guarantee and named in the Particular Conditions who take part in stunts without a stunt double.
- g) Use of 'high-speed' cameras.
- h) Use of prototype cameras
- i) Synchronisation of several cameras between them

### 1.4 DURATION OF FILMING

1 year maximum.

### 1.5 SHIPMENT FREQUENCY OF RUSHES

Within 2 days.

### 1.6 TEST

The negatives, the cameras and the lenses must be tested according to the habits of the profession.

### 1.7 CONDITIONS FOR THE GUARANTEE OF RUSHES DURING TRANSPORT

- a) Packaging must be appropriate.
- b) If the transport is not carried out by a person from the production team, it must be carried out by a specialised carrier or a recognised carrier (TNT Express, UPS, DHL, etc.).
- c) Packaging and transport documents must visibly include the marking: undeveloped film.
- d) Rushes may not come into contact with x-rays or similar. The carrier will be notified of this in writing.
- e) Damages to the packaging that will have been notified by the laboratory must be signified to the carrier and to the Insurer.

1.8 POLICYHOLDER

The policyholder must be European.

## 2 SPECIFIC CONDITIONS PRODUCTION

### 2.1 CAST NON-APPEARANCE

#### 2.1.1 GUARANTEES-DEFINITIONS-EXCLUSIONS

##### What is covered?

All financial consequences that you (the production) would suffer following a postponement, a stoppage or an abandonment of the shooting in the sole event of a death, injury by accident, illness or criminal arrest of a person named in the Particular Conditions.

The guarantee is extended to the death of the father, mother, children, spouse and common-law husband/wife of the persons named in the Particular Conditions. In this case, the indemnity will be limited to a maximum of three days of shooting.

The guarantee is also extended to the illness and/or accident of the father, mother, children, spouse and common-law husband/wife of the persons named in the Particular Conditions, insofar that this is resulting in a hospitalization of more than 5 days, only when the life of this person is in danger and subject to the first observation of the illness or the accident occurs during the period of cover and that the said person is less than 70 years old. In these cases, the indemnity will be limited to a maximum of three days of shooting.

##### What is not covered (unless expressly requested)?

Any illness, death or wound by accident following:

- a) Participation in a stunt
- b) Participation in an air flight other than on a regular airline. Helicopter flights are not considered as air flights
- c) Participation in endurance or speed events as well as their tests onboard terrestrial, nautical or aerial locomotion vehicles
- d) Participation in paid sporting competitions or any accident due to the fact that a person has the status of a professional sportsperson practicing his sport
- e) Participation to a tour de force, unless prior declaration
- f) Personal participation in a fight or any generally recognised perilous or acrobatic act endangering the life of the insured person, except if these actions are performed for lifesaving or self-defence purposes
- g) Participation in the following sports: boxing, underwater diving with bottles of compressed gas, underwater fishing, surfboarding, surfing, kite surfing, bobsleigh, skeleton, mountain climbing, speleology, aerial sports, skateboarding, shooting
- h) Participation in a crime
- i) The use of drugs and narcotics
- j) The use of non-prescribed medicines requiring a medical prescription and/or the abusive use of medicines (beyond the dose prescribed by the doctor or recommended on the instructions) and/or the use of inappropriate medicines (except if medical error)
- k) Attempted suicide or suicide, intentional mutilation, a criminal action, dementia
- l) A pre-existing illness at the time the production was declared
- m) Loss of voice that is not the consequence of an illness or accident
- n) Pregnancy, birth, periods
- o) Allergies, skin conditions appearing before this coverage came into force
- p) Childhood illnesses except if vaccines and booster shots have been done, which will have to be proven by the health and/or Vaccines record
- q) Any psychological and psychiatric disturbance
- r) Burnout
- s) Costs related to worker's accident at charge of any public organism (For example Social Security) and/or any Personal Accident Insurance and/or Worker's Compensation Insurance and/or Employer's liability Insurance or the like and, more generally, all medical costs, disablement annuities, temporary or permanent disablement.

#### 2.1.2 MEDICAL EXAMINATIONS

Medical examination is compulsory only when the insured budget exceeds 1 000 000 Euro. This examination must be carried out by an approved doctor that we shall designate. Only the persons insured under the 'Cast' guarantee must undergo this medical examination. The cost of the medical examination will be paid by the insurers.

When requested, the medical examination must be carried out at the earliest within 8 days preceding the effective date of cover.

Only the consequences of an accident are guaranteed without a satisfactory medical opinion, unless no medical examination was requested on the effective date of cover. (see above).

#### 2.1.3 CLARIFICATION

A cardio-vascular accident is considered as an illness, not as an accident.

#### 2.1.4 PERIOD COVERED

According to what has been defined in the specific conditions under the heading 'Schedule'.

### 2.2 SUPPORT

#### 2.2.1 GUARANTEES – DEFINITIONS – EXCLUSIONS

##### What is covered?

All financial losses that you would suffer following the deterioration, disappearance or destruction of any support (blank or not) used in your production (film, soundtrack, sound or film tapes, videotape, DVD, digital support and the matrixes, interpositives, positives, working copies, cuts, fine grain printing, colour slides, cartridges, works of art, drawings and the software with its support for the creation of computerised special effects...).

The guarantee is extended during periods of filming, sound recording, post-production work (development, printing, editing, laboratory work, kinescope transfer, telecinema...), the storing and up to delivery.

We also cover accidental exposure to light.

##### What is not covered (unless expressly requested)?

- a) The use of inappropriate equipment
- b) Exposure of any support used or to be used to extreme heat
- c) Non-accidental setting or synchronisation errors of the sound or film recording equipment
- d) Climatic and/or atmospheric circumstances
- e) The use of outdated support
- f) Delivery delays of the support to be used

#### 2.2.2 CONDITIONS FOR THE GUARANTEE OF RUSHES DURING TRANSPORT

- a) The packaging must be appropriate
- b) If the transport is not carried out by a person from the production, it must be carried out by a specialised carrier or a recognised carrier (TNT Express, UPS, DHL, etc.).
- c) Packaging and transport documents must visibly include the marking: undeveloped film.
- d) Rushes may not come into contact with x-rays or similar. The carrier will be notified in writing.
- e) Damages to the packaging that will have been notified by the laboratory must be signified to the carrier with a copy to us.

### 2.3 CANCELLATION ('DAMAGE' INSURANCE)

#### 2.3.1 GUARANTEES – DEFINITIONS – EXCLUSIONS

##### What is covered?

All financial consequences that you (the production) would suffer following the cancellation, interruption or postponement of the production for any reason beyond the control of the insured insofar as this cancellation, interruption or postponement arose after inception date of this guarantee.

##### What is not covered (unless expressly requested)?

- a) Cancellation, interruption or postponement following the unavailability of a person (cf. 'Non – Appearance')
- b) Cancellation, interruption or postponement following weather conditions on the shooting location and for shootings taking place outside or under tents (cf. 'inclement weather, winds or rainfall'). However, cancellation following landslides, earthquakes, erupting volcanoes, tidal waves, hurricanes, storms, waterspouts, tornadoes, cyclones, floods and other natural disasters is covered.
- c) Cancellation, interruption or postponement following bankruptcy, lack of success or monetary instability.
- d) Cancellation, interruption or postponement following breach of contract except if this breach is the consequence of a fortuitous event beyond the control of the policyholder.
- e) Cancellation, interruption or postponement of the insured shooting, about which the policyholder, at the signature of the contract, knew facts, elements or circumstances liable to increase the risk of cancellation, interruption or postponement of the said insured shooting.
- f) Cancellation, interruption or postponement following any strike that was announced before inception date of this insurance contract.
- g) Cancellation, interruption or postponement following any social conflict in which the policyholder is involved.
- h) Cancellation, interruption or postponement because of a national mourning following an illness that was being treated when the contract was taken.
- i) The cancellation, interruption or postponement following an attack within a radius of more than 10 km from the location of the shooting.

## 2.4 INCLEMENT WEATHER

### 2.4.1 INSURABILITY CONDITIONS

For this guarantee to apply, it is specified that:

- a) If the insured event is requiring a stage, this one must be covered by a stage roof
- b) The electrical, electronic, audiovisual, lighting and sound equipment which is not on the stage must be protected against every type of rainfall
- c) Electrical, electronic, audiovisual, lighting, and sound equipment must be raised from the ground by at least 20 cm.
- d) Electrical, electronic, audiovisual, lighting, sound equipment as well as the wiring must comply with safety standards established by the authorities or manufacturers, for an outside use under usual conditions of humidity.

### 2.4.2 DEFINITION OF GUARANTEE:

#### Circumstances covered:

- a) Refusal of authorisation by a local political authority and/or a bailiff on oath, which has been given notice of before or during the shooting, because of obvious insecurity to set up or organise the shooting and/or
- b) Wind blowing in excess of 90 km/hour and/or
- c) Violent storms with rainfall and/or
- d) Settling of the ground and mudslide following inclement weather and/or
- e) Weight of the snow weakening the stage roofs and stage structures and/or
- f) Overflowing of watercourse and/or
- g) Torrential rain and/or
- h) Flooding of more than 40% of the ground where the shooting is taking place and/or
- i) Natural disasters.

#### What do we pay?

The net loss suffered by the insured because of the cancellation or the total postponement of the shooting following inclement weather such as defined under the heading 'Circumstances covered'.

#### Against what damages?

- a) Expenses already made to prepare the shooting.
- b) Expenses made to restore the location as it was found, if you had to carry out some fittings (setting up of fences, lavatories for the public and for your staff, etc).
- c) Expenses made for the return of entrusted goods and rented equipment.

#### Types of rainfall that never entitle to indemnity(EXCEPT EXEMPTION from the particular conditions) :

- a) Drizzle: 'raindrop' type of rainfall whose:
  - Speed of waterfall is contained between 20 to 100 cm/sec.
  - The diameter of the raindrops is contained between 0.06 to 0.6 mm.
  - The pluviometry is not exceeding 0.02 litres per square metre per hour.
- b) The shower: brief and light rainfall, whose:
  - Speed of waterfall is contained between 150 to 400 cm/sec.
  - The diameter of the raindrops is contained between 1 and 3 mm.
  - The pluviometry is not exceeding 0.05 litres per square metre per hour
- c) Light rainfall of the same type of the shower but whose duration may be long.

### 2.4.3 EXCLUSIONS:

- a) No indemnity will be due for any insured day or evening that effectively took place during more than 60% of the initially forecasted duration.
- b) Cancellations and/or postponements resulting directly or indirectly from the non-compliance with the legislation governing the set up and the security of the temporary installations intended to host the public.

### 2.4.4 WHAT MUST YOU IMPERATIVELY DO IN THE EVENT OF A LOSS?

- a) Get the climatic and weather report from the official weather stations.
- b) Take pictures of what has happened.
- c) Contact your broker, who will appoint an expert to notify you an agreement to cancel or postpone the insured shooting. If you can not contact your broker neither the expert who would have been appointed beforehand, you must have a bailiff on oath to establish the circumstances as defined under point 2.4.2.

## 2.5 EQUIPMENT

### 2.5.1 GUARANTEES-EXCLUSIONS

We only step in if there is a difference in conditions in comparison to existing insurance contracts.

#### What is covered?

All shooting and sound equipment, transmission, reproduction, lighting including lamps, generators, special effects equipment, equipment vehicles and mobile studios used for the production. We also cover the accessories, replacement pieces, flight cases, special cases or boxes of the equipment listed above.

#### For what damage?

- a) Any accidental damage
- b) Any destruction
- c) Burglary or theft with threats, the use of false keys, climbing, deception
- d) Short circuits, power surges and induction

#### What is not covered (except specifically requested)?

- a) Unexplained loss and mysterious disappearance (including loss by stocktaking).
- b) Damage linked to snow, rain, hail, or sand, unless the shooting takes place outside.
- c) Dilapidation, inherent and latent vice
- d) Rust, oxidation, scratches, scrapes and denting
- e) Mechanical defect, breakdown or jamming not resulting from an accident
- f) Dilapidation of equipment
- g) Use that is not in conformity with the manufacturer's recommendations
- h) The legal or illegal confiscation or seizure of the material to cover debts
- i) Giving the equipment as a guarantee, even if this occurs without the knowledge of the insured
- j) Normal fluctuations in electric current

### 2.5.2 OBLIGATIONS

Camera tests in the configuration of the insured shoot

### 2.5.3 PERIOD COVERED

- a) During tests when these are carried out by a person appointed by the production
- b) As of the receipt of the equipment when this receipt is done by the production and including during the transport
- c) During the production
- d) Until the equipment is returned when this handover is done by the production and including during transport

### 2.5.4 INSURED VALUE

For equipment that belongs to you, we pay you back the original purchase value -5% of depreciation per annum after the purchase date.

For equipment that does not belong to you (rented or made available by a technician), we pay you back in real value.

## 2.6 SETS, COSTUMES AND ACCESSORIES, MAKE-UP, WIGS AND HAIRPIECES

### 2.6.1 GUARANTEES – EXCLUSIONS

#### What is covered?

All the objects necessary for the realisation of the production, such as sets, costumes, accessories, furniture, and similar objects belonging to you or under your Liability.

#### For what damage?

- a) Any accidental damage
- b) Any destruction
- c) Burglary or theft with threats, the use of false keys, climbing, deception

#### What objects are not insured?

- a) Animals, plants and trees that are not part of the set.
- b) Planes, ships and rail equipment and other motorised equipment (cf. character vehicles)
- c) Buildings and/or durable constructions that were not specifically built for the production (cf. civil liability for rental of buildings – cinema sets – natural sets)
- d) Furniture, inventory or other, that are not used by the production and that are not part of a set (cf. entrusted goods)
- e) Bank notes, shares, cheques, valuables
- f) Jewellery, gemstones, fine pearls, works of art, antiques, firearms whose value per object is higher than 2,500 €

#### What do we not cover?

- a) Unexplained loss and mysterious disappearance (including loss by stocktaking).
- b) Damage linked to snow, rain, water, hail, or sand, unless the shooting takes place outside.

- c) Dilapidation, inherent and latent vice
- d) Rust, oxidation, scratches, scrapes and denting

#### 2.6.2 PERIOD COVERED

- a) During set-up, assembly and disassembly
- b) During the production
- c) During transport

#### 2.6.3 INSURED VALUE

For the sets built, we pay you back in rebuilding value.

For rented sets, we pay you back in real value.

For sets belonging to you, we pay you back in real value.

### 2.7 PRODUCERS INDEMNITY

#### 2.7.1 GUARANTEES - EXCLUSIONS

##### What is covered?

The financial consequences that you (the production) would suffer following a postponement, stoppage or abandonment of the shoot due exclusively to damage to, the total or partial destruction following an accident of, or the burglary or theft with threats, the use of false keys, climbing, deception of the equipment, sets, buildings, vehicles, character and technical vehicles used for and during the production, or of any other good that is essential to the shooting.

##### Are also covered:

- a) Financial losses resulting from the breakdown of equipment as defined in point 2.5.1 of the present conditions.
- b) The inaccessibility of the shooting location as a result of damage to the land route to reach such shooting location.
- c) Lateness in the transport of persons, equipment, sets and support, when this lateness is linked to an accident involving the means of transportation used for the transport
- d) Additional costs following an attack within a perimeter of less than 10 km of the shooting location.
- e) Natural Disasters only occurring on the shooting location.
- f) National Mourning following an accident or an illness that was not being treated when the contract was taken.

##### What is not covered? (unless otherwise stated in the specific conditions)

- a) Damages resulting from insects, vermin, inherent vice, dilapidation, degradation, atmospheric humidity, extreme climate changes, shrinkage, evaporation, weight loss, loss of content or broken glass or fragile materials, except if these damages are caused by an event insured
- b) Damages on goods left in the open air following inclement weather (except for shooting in exterior)
- c) Electrical damages apart from lighting causing damages to electrical equipment, except if a fire should follow and in this case only, the consequences caused by a fire. These exclusions do not aim stoppage, postponements or cancellations due to the use of a generator (except if you run out of petrol)
- d) Unexplainable loss and mysterious disappearance (including loss by stocktaking)
- e) Withdrawal of authorisation.

#### 2.7.2 PERIOD COVERED

During pre-production and production

### 2.8 CIVIL LIABILITY

#### 2.8.1 GUARANTEES - EXCLUSIONS

In addition to your own damages, costs of legal defence and recourse are covered up to €50,000.

##### What is covered?

The amounts that you should legally have to pay to third parties because of extra-contractual damages for which you may be liable to persons (actors, technicians, extras), buildings or animals that are under your responsibility and imputable to the execution of the production insured in the specific conditions. There is no coverage for all the tasks conducted on behalf of the production by post-production companies and/or laboratories.

##### What is not covered?

- a) Liability due to the use of any motorised vehicle (car, airplane, boat...) except if these vehicles are used on private property that is not subject to an obligation to carry insurance
- b) Immaterial damage that does not result from a covered damage
- c) Damage to buildings, furniture or goods rented or available to the policyholders or the production (cf. 'civil liability for real property' and/or 'entrusted property')

## 2.8.2 IMPORTANT POINTS

Persons working on and for the production are not considered as being third parties against each other.

In other words, the following are not covered in the present guarantee: bodily injury to the personnel of the production company, actors, extras, technicians and other service providers that should furthermore be covered either by their Worker's compensation or by the insurance of the production company if they have a work contract, or by an insurance of the type 'common law or individual accident' if they are self-employed or equivalent.

## 2.8.3 PERIOD COVERED

- a) During set up, assembly and dismantling.
- b) During pre-production, production and post production

## 2.8.4 INSURED VALUE

For material damages, we pay you back in real value.

## 2.9 ENTRUSTED PROPERTY

### 2.9.1 GUARANTEES - EXCLUSIONS

#### What is covered?

The indemnity for which you might legally be liable for following damage, degradation, theft or destruction of the property of third parties occurring during the period of the cover, when such property is entrusted to you, is under your safekeeping or control and is used or intended to be used during the insured production.

Are insured, amongst others:

- a) Degradation of buildings
- b) Sets, facilities, furniture that does not belong to you but that is part of the existing contents of a building, room or castle rented for the organisation of your production.

#### What is not covered?

- a) Liability for damage or destruction of motor vehicles, planes, boats, trains or rail material when the said vehicles are moving
- b) Liability for the loss of damage resulting from a loss of stocktaking, unexplained loss or mysterious disappearance
- c) Liability for fire damage, water damage, electricity damage or window smash and/or damage to natural decors (cf. civil liability for real property – film sets – natural decors)
- d) Liability for the loss of an animal or for any injury to an animal
- e) Liability for damage to insurable goods referred to in the other sections of these conditions and that are rented to the policyholder

### 2.9.2 PERIOD COVERED

- a) During set up, assembly and dismantling.
- b) During the production.

### 2.9.3 INSURED VALUE

We pay you back in real value.

## 2.10 CIVIL LIABILITY FOR REAL PROPERTY -FILM SETS – NATURAL DECORS

### 2.10.1 GUARANTEES - EXCLUSIONS

#### What is covered?

Damage to buildings that you occupy for the purposes of the production and for which you could be held legally liable.

#### For what damages?

- a) Fire
- b) Electricity damage
- c) Water damage
- d) Broken glass

#### What is not covered?

- a) Liability for damage or destruction of motor vehicles, airplanes, boats, trains or rail equipment
- b) Buildings, sets, natural decors previously insured in civil liability for real property with another insurer

### 2.10.2 PERIOD COVERED

- a) During set up, assembly and dismantling.
- b) During the production.

### 2.10.3 INSURED VALUE

We pay you back in rebuilding value.

## 2.11 THE CONTENTS OF THE PRODUCTION OFFICE

### 2.11.1 GUARANTEES - EXCLUSIONS

#### What is covered?

- a) Property specific to the occupation of production offices. These goods do not have to belong to you to be covered, but must be necessary for the production.
- b) The furniture
- c) The computers, equipment and supplies that are not insured elsewhere
- d) The outfitting

#### For what damages?

- a) Any accidental damage
- b) Any destruction
- c) Burglary or theft with threat, use of false keys, climbing or deception

#### What is not covered (unless specifically requested)?

- a) Unexplained loss or mysterious disappearance (including loss by stocktaking)
- b) Damage linked to snow, rain, hail or sand
- c) Rust, oxidation, scratches, scrapes and denting
- d) Mechanical defect, breakdown or jamming not resulting from an accident
- e) Dilapidation of equipment
- f) Use that is not in conformity with the manufacturer's recommendations
- g) Legal and illegal confiscation or seizure of the content to cover debts
- h) Giving the content as a guarantee, even if this occurs without the insured knowing

### 2.11.2 PERIOD COVERED

- a) Before the production
- b) During the production

### 2.11.3 INSURED VALUE

We pay you back in real value.

## 2.12 CHARACTER VEHICLES

### 2.12.1 GUARANTEES - EXCLUSIONS

#### What is covered?

Damages to character vehicles for which you are legally liable once they are on the shooting location and/or when they move along and/or are moved from one shooting place to another.

#### For what damages?

- a) Any accidental damage
- b) Any destruction
- c) Burglary or theft with threat, use of false keys, climbing or deception

#### What is not covered (unless specifically requested)?

- a) Civil liability for character vehicles.
- b) Damages caused by or being directly or indirectly the consequence of stunts and/or special effects.

#### What is not considered by the present as prop vehicle?

- a) Boats, planes, helicopters, trains tramways, metros, and generally speaking every vehicle that is not intended to be used on the ground or on a road.
- b) Commercial vehicles and vehicles of the production

### 2.12.2 PERIOD COVERED

- a) As soon as they are available to the production
- b) During the production
- c) During the taking over, handing back by the producer

### 2.12.3 INSURED VALUE

We pay you back in real value.

## 2.13 CASH

### 2.13.1 GUARANTEES - EXCLUSIONS

#### What is covered?

We guarantee the repayment of cash intended for the needs of the production and that has been stolen by mugging the person of the production director or any other person appointed by the production.

By theft and aggression we mean: theft followed by murder, attempted murder, clearly established threats and violence.

#### When is theft by mugging covered?

When the funds are on the person of the production director or on any other person appointed by the production outside from the production offices, including during withdrawal of cash from cash machines, post offices and any other financial institution.

#### What is not covered (unless specifically requested)?

- a) The interior circulation of funds
- b) Thefts and losses occurring during any transaction in funds, including payment to suppliers, actors, extras...
- c) Any fraud or ill will

### 2.13.2 PERIOD COVERED

- a) During pre-production
- b) During the production

## 2.14 BAGGAGE

### 2.14.1 GUARANTEES - EXCLUSIONS

#### What is covered?

Any baggage is insured against

- a) Burglary, theft by or committed with physical violence
- b) Total or partial damage
- c) Loss whilst baggage is consigned to public transports

#### What is not considered as baggage?

- a) Cash, bank notes, cheques and other documents of value
- b) Transport tickets, photographs, any document or keys
- c) Jewellery and gemstones, works of art, weapons
- d) Audiovisual equipment, computers, support

#### What is not covered?

- a) Pre-existing damage to baggage
- b) Damage to fragile items such as pottery, objects of glass, porcelain or marble
- c) The leakage of liquids, grease, colourings or corrosive products that are in the baggage
- d) Unexplained loss and mysterious disappearance or forgetting the baggage

### 2.14.2 PERIOD COVERED

- a) During pre-production
- b) During the production

### 2.14.3 INSURED VALUE

Indemnity is based on the price you paid when you bought the insured items, taking into account dilapidation based on use.

### 3 SPECIFIC CONDITIONS INDIVIDUAL ACCIDENT

#### 3.1 PERSONAL ACCIDENT

##### 3.1.1 INSURED

Insured persons are the ones referred to in the category of insured persons in the Particular Conditions.

##### 3.1.2 WHAT IS COVERED?

###### Death

Cover in the event of death, by any cause whatsoever, excluding those listed under the section 'what is not covered' of the present section, occurring either immediately or at the latest within three years of the accident that caused it, for a sum equal to €75 000.

###### Permanent disablement

In the event of permanent disablement by any cause whatsoever, excluding those listed under the section 'what is not covered' of the present section, as soon as it has been confirmed, a sum to be determined according to the degree of physiological disablement.

In the event of 100% total and permanent disablement, this amount is equal to €150 000.

Over 67% of physiological disablement equals 100%.

###### Temporary disablement

In the event of temporary disablement, for a maximum of two years from the day of the accident, a indemnity of €15 000 per annum.

###### Medical costs

Other than what is listed above, the company will pay up to €25 000 for medical costs.

##### 3.1.3 WHAT IS NOT COVERED

Losses resulting from:

- a) Participation in an air flight other than on a regular airline.
- b) Participation in endurance or speed events as well as their tests onboard of terrestrial, nautical or aerial locomotion vehicles
- c) Participation in a tour de force, unless declared in advance
- d) Private participation in a fight or any generally recognised perilous or acrobatic act endangering the life of the insured person except if these actions are performed for lifesaving or for self-defence purposes
- e) Participation in the following sports: boxing, underwater diving with bottles of compressed gas, underwater fishing, surfboarding, surfing, kite surfing, bobsleigh, skeleton, mountain climbing, speleology, aerial sports, skateboarding, shooting, horse-riding
- f) Participation in a crime
- g) The use of medicines or narcotics other than those prescribed by a medical practitioner.
- h) Attempted suicide or suicide, intentional mutilation, a criminal action, dementia
- i) Pregnancy, birth, periods
- j) A cardio-vascular accident

#### 3.2 INDIVIDUAL ACCIDENT INSURANCE FOR ANIMALS

##### 3.2.1 INSURED AMOUNTS:

###### What do we pay in the event of a loss?

- a) In the event of the immediate death of the animal, or if the death occurs within maximum 1 year following the accident that caused it, the amount as set in the particular conditions.
- b) Medical costs: we pay up to the maximum set in the particular conditions.

##### 3.2.2 GUARANTEES DEFINITIONS - EXCLUSIONS:

###### What is covered:

Any accident of an animal listed in the particular conditions, during all the activities related to the insured shooting.

###### What is not covered (EXCEPT EXEMPTION from the particular conditions)?

- a) In respect of the horse rider, any damage to the animal ridden resulting from a state of influence from alcohol or drugs, anabolic steroids, or medicines that are not prescribed by a doctor;

- b) In respect of the animal insured, accidents resulting from a state of pharmaceutical influence or under the influence of drugs, anabolic steroids, or medication or drugs that are not prescribed by a medical officer or veterinary.

3.2.3 PERIOD OF COVER :

During the insured shooting and only on the shooting location.

## **4 SPECIFIC CONDITIONS TAX SHELTER GUARANTEE**

### **4.1 DEFINITIONS**

‘The Producer’, a Belgian resident audiovisual production company whose principal aim is the development and the production of audiovisual works. The producer declares that his company is not a broadcast company or a company linked to Belgian or foreign broadcasting companies.

‘the Investor’: a Belgian resident company and/or taxpayer referred to by Article 227, paragraph 2 of the CIR, which is not a resident audiovisual production company or a broadcasting company, nor a credit company.

‘The Work’: a fiction full-length film, a documentary or animated film intended for cinematographic exploitation. A long fiction TV film, a television collection of animated films, a television programme, documentary or educational film, or an educational series aimed at children under 16 years approved by the competent services of the French or Flemish Communities as a European work as defined by the Directive ‘Television Without Borders’ of 3 October 1989 (89/552/EEC), amended by Directive 97/36/EC of 30 June 1997 and ratified by the French Community on 4 January 1999 and by the Flemish Community on 25 January 1995, and by the Brussels Capital region on 30 March 1995.

‘Convention’: outline convention or document within the meaning of Article 194ter of the general tax code on revenue (hereafter the ‘Article’) that will be concluded between the producer and a tax shelter intermediary company acting in on behalf of the investor.

‘Indemnity’: amount of the monetary value of the tax advantage that an Investor could have claimed on the basis of on the Article.

### **4.2 PREAMBLE**

The Producer envisages signing a Convention by which the Investors finance part of the Work in conformity with the Article (hereafter ‘the Investment’). Through this means, the Investors wish to obtain the tax advantage provided for in the Article.

Investors are identified at the signature of the Convention. There must be at least two.

To guarantee the tax advantage to the investors, the Producer wishes to grant the present guarantee for the benefit of investors.

Prior to the signature of the present insurance policy, the Producer must have prepared a file including the conditions of insurability of the investment described at point 4.3.1 and undertake to comply with the conditions provided for in Article 4.3.2.

A law firm or a tax shelter intermediary company will have previously checked that the insurability conditions referred to in points 4.3.1 and 4.3.2 have been complied with.

The present guarantee will only enter into force at the conclusion of the Convention.

The Producer and the Work will be identified in the specific conditions.

### **4.3 CONDITIONS OF INSURABILITY**

#### **4.3.1 UPON SIGNATURE OF THE CONTRACT**

The Producer endeavours to spend in Belgium 160% of the invested sums in other means than a loan, upon the execution of the Agreement, and within a period of maximum 18 months from the date of the conclusion of the Agreement.

To this effect, the Producer will hand in a copy of all orders and/or contracts signed up to at least 160% of the sums to be invested in other means than loans, upon the execution of the Agreement. Orders and/or the contracts mentioned above must refer to future production expenses. Expenses are understood to mean costs as defined at paragraph 4 of Article 194, CIR.

The Producer endeavours to insure 100% of investments within the frame of the present policy.

The Producer shall submit documents proving that he has obtained all necessary rights to the realisation of the Work.

The financing plan must, at the signature of the present policy:

- a) Be confirmed and signed up to 75%;
- b) Foresee 5% of financing reserve to cover unforeseen costs, unless otherwise stated

The Work is agreed in accordance with the definition at point 4.1.

#### **4.3.2 UPON SIGNATURE OF THE AGREEMENT**

The Agreement must be approved either by the Advance Tax Rulings Service or by a law firm recognised by the insurer and competent in these matters.

The Agreement must provide that the Investor undertakes to pay the totality of his share of the Investment at the latest within 18 months following the signature of the Agreement.

The Producer undertakes to ensure that:

- a) He has no outstanding sums owing to the Office national Belge de sécurité sociale (Belgian National Office of Social Security) on the date of the signature of the present Agreement.
- b) there are at least two investors.
- c) the totality of the investment granted as a loan should be maximum 40% of the total investment.
- d) the totality of sums effectively paid by the Investors in return for a tax shelter, in accordance with Article 194ter of the CIR, should be maximum fifty per cent (50%) of the budget.
- e) In the event of a loss linked to the production risks and insured, which lead to the abandonment of the Work, if the policyholder accepts that the indemnity from the production insurance should be allocated directly to the Investors, the indemnity granted by the Tax Shelter guarantee cannot be cumulated with that of the production insurance.

#### 4.3.3 AFTER SIGNATURE OF THE AGREEMENT

The Producer undertakes:

- a) To give the investors, at the latest within four (4) years after the Agreement is concluded, a document by which the taxation office on which the Producer depends declares, on one hand, that conditions for spending the money in Belgium in accordance with § 1, 3° and 4° of the Article have been met by the Producer under the terms provided for by the Agreement, as well as the conditions and limitations provided for in 4° and 5° of the Article and, on the other hand, that the Investors have effectively paid the amounts provided for in § 2, first paragraph of the Article, within a period of 18 months starting at the date the Agreement was concluded (certificate referred to by §4, 7° of the Article).
- b) To give the Investors, at least within four (4) years after the agreement is concluded, a document by which the relevant Community declares that the realisation of the Work is complete and the global financing of the Work has met the conditions and ceilings provided for in § 4 of the Article (certificate referred to in §4, 7°bis of the Article);

## 4.4 GUARANTEES - EXCLUSIONS

### 4.4.1 WHAT IS INSURED

#### Completion Bond

If the Work cannot be completed in accordance with the financing plan included in the Agreement and attached to the present policy, the Insurer will pay back the Investors for all financial consequences thereof and as listed in the specific conditions.

In the event of claim giving the right to an indemnity, the Insurer has the right to complete the financing of the Work up to the insured sum listed in the specific conditions, but in this case and until the Work is completed, he will continue to guarantee the Investors this insured sum. In this case, the Producer undertakes to hand over to the Insurer the rights on the future revenues, prorata to his investment, according to the same rules as those linking the Investors to the Producer.

#### Cover of the commitments of the Producer

- a) The Insurer undertakes to pay the Investors the amount of the monetary value of the tax advantage which the Investors could have claimed on the basis of the Article and to which they were not entitled due to the fact that the certificates referred to in Article 4.3.3 were not obtained within the legal deadlines, provided this failure to obtain is caused solely by an inaction or negligence of the Producer, as defined in Articles 4.3.1 or 4.3.2.
- b) In any case, the indemnity payable by the Insurer to the Investor will always be limited to the insured sum mentioned in the specific conditions.

### 4.4.2 WHAT IS NOT INSURED

Apart from what is listed in the general terms and conditions under the exclusion section, the following are not covered:

- a) All consequences linked to artistic considerations;
- b) All costs linked to promotion and distribution, unless the contrary be stipulated in the specific conditions;
- c) When the loss of the tax advantage obtained results from the non-compliance, by an Investor, of his obligations by virtue of the Agreement or the clauses of the Article, these obligations including, being amongst others:
  - » That the Investor is a Belgian resident company and/or a taxpayer referred to in Article 227, 2° of the CIR;
  - » That the Investor is neither a resident company of audiovisual production nor a television broadcasting company;
  - » That the Investor is not a credit company;
  - » That the Investor has paid to the Producer the totality of his Investment at the latest within 18 months following the signature of the Agreement;
  - » That the Investor has, without interruption, booked imputed profits based on the Article on a separate debt account of his balance sheet until the date at which the last of the certificates foreseen by the Article was received by the Investor;

- » That the tax based on the Article have not, without interruption, served as basis for the calculation of the any income or allocation until the date at which the last certificate provided for by the Article has been received by the Investor;
- » That the Investor has handed a copy of the Agreement, of the authorisation attached to the Agreement, within the delay provided for the deposit of the income tax declaration of the earnings of the taxable period, and that he has attached these documents to his tax declaration;
- » That the Investor has not given in – at any time – his personal credit right and the right of participation in the revenues from the Work by virtue of the Investment made according to the Agreement before the first of the two following dates:
  - The first day following the month during which the French or Flemish Community has given the Investor the certificate referred to by the Agreement and according to which the realisation of the Work is complete or;
  - If the Work is not complete within 18 months from the date on which the Agreement was concluded, on the first day of the 19th month following the closing date of the Agreement.

#### 4.4.3 LIMITS AND OBLIGATIONS

##### Limits and obligations of the Insurer

The obligations of the Insurer are only limited to those items of the Budget that were previously agreed and that are necessary to the completion of the Work.

In any event, the indemnity payable to the Investor can never be cumulated to the one paid by the production insurance.

##### Obligations of the Producer

The Producer undertakes not to amend the financing plan as previously defined without the agreement of the Insurer.

#### 4.4.4 AVERAGE CLAUSE

Not applicable

## 5 GENERAL CONDITIONS

### 5.1 CLAIMS MANAGEMENT

#### 5.1.1 OBLIGATIONS OF THE POLICYHOLDER(S)

If the policyholder does not fulfil one of the obligations mentioned below and if the insurer because of that suffers a loss, the latter can claim a reduction of his intervention proportionate to the loss suffered. The insurer may decline an intervention if the policyholder(s) failed to fulfil his obligation with a fraudulent intent. Apart from the obligations mentioned in the Specific Conditions of the related risk, the policyholder(s) must also fulfil following obligations:

#### 5.1.2 IN THE EVENT OF A CLAIM, THE POLICYHOLDER MUST:

- a) Notify the insurer in writing within 24 hours and advise him as to the details of the causes, circumstances and consequences of the loss. In the event that this deadline is not respected by the policyholder, the insurer will not be able to invoke this omission if the communication was made at the earliest opportunity;
- b) Take all reasonable measures to avoid and limit the consequences of the loss. Costs resulting from emergency and reasonable measures that the policyholder took to avoid a loss in a dangerous situation or, as soon as a loss is declared, to avoid or limit its consequences, will be borne by the insurer insofar as it was done responsibly, even if all the measures undertaken have been proved successful. These costs are borne by the insurer even if they are above the insured sum;
- c) Provide the insurer with all useful information/documents and answers to the questions asked in order to notice the circumstances and the extent of the loss.

#### In case of

- a) Theft: immediately advise the local police authorities and get a police report
- b) Loss in respect of the 'Cast – Non-appearance' clause: you must immediately advise the doctor who had examined the insured. Obtain a medical certificate from a doctor, specifying the nature of the physical disablement and the probable duration of the disablement to shoot (the insurer is entitled to demand a second medical exam by a doctor of his choice).
- c) Loss occurring in transit, proceed to a dual assessment of damages with the carrier and take every protective measure possible with the aforesaid transporter.
- d) Recovery of a stolen object, advise immediately the insurer by registered mail.

You must also immediately advise your broker of the claim and together with the latter, appoint a loss adjuster that we shall have agreed previously.

#### Concerning the 'assistance' component:

See Travel Assistance General Conditions (Reference : CG-ASSISTANCE-EN).

#### In all cases

- a) The policyholder must communicate to the insurer all useful information to certify the incident as soon as possible, to determine its cause and consequences and to undertake all necessary measures.
- b) The insured undertakes to reimburse, within the month, all amounts that are not covered by the Agreement and that the insurer, upon the request of the policyholder(s), incorrectly paid or where services were not covered and the payment was incorrectly made.

#### 5.1.3 WHEN DO WE PAY?

15 days after the acceptance and assessment of the claim.

#### 5.1.4 ASSESSMENT OF THE CLAIM

#### Basis of valuation

Unless otherwise stated in the specific conditions, the insurance never compensates for:

- a) Loss of revenue
- b) Loss of profits or interests
- c) Trade Loss
- d) Artistic Loss

Moreover, unless otherwise stated in the specific conditions,

- a) 'Producer fees' will only be indemnified if the film is abandoned and insofar as they were previously insured.
- b) Extra Costs will only be indemnified insofar as they were previously insured and financed; insofar the policyholder produces evidence that it was indeed an unforeseen expense in view of settling the claim. The indemnity will under no circumstances be higher than the amount mentioned in the budget for "extra costs" and than the actual expense.
- c) Overheads will only be indemnified in case of re-shooting and insofar as they were previously insured.

Furthermore, unless otherwise stated in the specific conditions,

- a) The sum insured can not be considered as the evidence of the value of the insured goods on the day of the loss. It is the Liability of the policyholder to demonstrate the extent of the damage by any means and document he may possess.
- b) Any request for indemnity must be accompanied by a statement of account detailing the claim established by an independent auditor approved by the insurer or by documentary evidence.
- c) In the event of repair and/or replacement of an item, neither wear nor tear shall be deducted from the indemnity unless it can be proven that the repaired item has a resale value of at least 20% of its value before the loss.

## 5.2 LOSS ADJUSTING REPORT

Damages are adjusted by mutual agreement, or, failing which and subject to the respective rights of the parties, by two loss adjusters, the first one being instructed by the Policyholder and the second one by the Insurer. These loss adjusters must irrevocably assess the amount of the loss, establish the replacement value (new) as well as the actual, real value of damaged items. They will also reach a decision as to the origins of the loss.

If they do not agree together, the loss adjuster will appoint a third adjuster to decide between them. The three adjusters will operate jointly and at majority of voices.

Should one of the parties fail to instruct his own loss adjuster, or should both loss adjusters fail to agree on the choice of the third one, the competent Court will appoint.

Should one of the adjusters not fulfil his task, he will be replaced by proceeding in the same manner, without prejudice to the rights of the parties.

Each party is entitled to require that the third adjuster be appointed outside of the place where the Policyholder has his registered offices.

Each party supports his own adjusting fees.

The Policyholder and the Insurer pay each half of the fees of the third adjuster, even if the latter was appointed automatically.

Any adjusting or other action aiming to establish the loss, is not harming the rights that the Insurer has against the Policyholder.

## 5.3 AVERAGE CLAUSE

### 5.3.1 DEFINITION

Clause which allows reducing the indemnity in the ratio between the insured budget and the budget that should have been insured according to section 5.4: 'What production budget do you have to insure?'

The indemnity is always limited to the budget declared and insured at the subscription.

Example: The film that you have insured, has cost, including subcontractors' invoices, 1.000.000€ and you have only insured 500.000€. As a consequence, if you have a loss that amounts to 800.000€, the company is entitled to pay you up to 400.000€.

### 5.3.2 APPLICATION

The average clause will not be applicable when the declared budget is lower by less than 10% than the budget that should have been declared according to the rule defined in the following point.

In that case, an adjustment of premium for the difference will be claimed.

The average clause does not apply to anything other than guarantees:

- a) Cast -Non-Appearance
- b) Support
- c) Producers Indemnity

## 5.4 WHAT PRODUCTION BUDGET DO YOU HAVE TO INSURE?

### 5.4.1 WHAT DO YOU HAVE TO INSURE

Only insure pre-production costs, production and post-production costs spent or to be spent.

The company never pays more than the amounts spent, listed in the different sections of the production budget, without exceeding the sum insured.

### 5.4.2 WHAT YOU SHOULD NOT INSURE

- a) Post-Production costs linked to tasks subsequent to the inter-negative film or the copy 0
- b) Distribution costs
- c) 'All Risks Production' insurance.

However, you should insure the insurance cost issued by rental companies, individual accident insurance, worker's compensation, weather day insurance, error and omission insurances and completion bond.

#### 5.4.3 WHAT YOU MAY DECIDE NOT TO INSURE WITHOUT THE INSURER DEEMING THAT YOU ARE UNDER-INSURED

- a) Preliminary remark: if nothing in the production may harm the completion of the shooting, for instance a fiction whose actors and director are replaceable, then, you are advised to insure the budget following the rule given hereunder. If not, insure the entire budget, including what has increased in value.
- b) What is included in the previous point
- c) The costs for the script and scenario.
- d) The costs linked to copyright and adaptation rights.
- e) The costs for musical copyrights and royalties.
- f) Costs linked to the development, scale models, storyboard, study, and drawings.
- g) Valuation of the supply of equipment, service or personnel that will be re-allocated in the event of a re-shoot. (Note: if a valued element must be reserved several months in advance, it would be wise to insure it.)
- h) Commissions allocated to the producers and co-producers, to a maximum of 10 %.
- i) If you are certain to obtain, in the event of a re-shoot, the same discounts with your suppliers as those obtained for the original shoot (lab, rental of materials, sets, costumes, etc.), then you should only insure the real cost paid to your suppliers ; otherwise insure the cost excluding the discount.
- j) Bank charges.
- k) Extra Costs.
- l) Overheads.

#### 5.5 APPLICABLE RULES IN THE EVENT OF RECOVERY

##### Recovery before payment of indemnity

If the recovery of the items takes place before the payment of the indemnity, the Policyholder must take possession of the said items and the Insurer will only have to pay a compensation corresponding to the possible deteriorations suffered and to the costs that the Policyholder had to make usefully, or with the agreement of the Insurer, for the recovery of these items.

##### Recovery after payment of indemnity

Once the indemnity has been paid, the Insurer becomes the owner of the recovered objects. However, the Policyholder has the right to get them back in return for restitution of the difference between the indemnity paid by the Insurer and the final indemnity as stipulated in the paragraph above.

#### 5.6 SUBROGATION

The insurer is subrogated to the rights and actions of the policyholder against third parties up to the amount of the indemnity paid according to the legislation in force. The insurer may request that the policyholder, up to the loss suffered, should refund the paid indemnity if the subrogation in favour of the insurer cannot take place because of the policyholder.

#### 5.7 AGGRAVATION OF THE RISK

The policyholder must, when taking out the contract and during the policy duration, communicate any new circumstance or change that he may reasonably consider having some influence on the perception of the risk by the insurer. However, if the latter should prove that he would have never insured the aggravated risk, his liability in the event of a claim is limited to the refund of all paid premiums.

#### 5.8 DURATION OF THE CONTRACT

The contract is concluded for the duration provided for in the specific conditions. It enters into force on the date mentioned, subject to prior premium payment.

#### 5.9 CUMULATION OF GUARANTEES

When two or more guarantees cover the same claim, the guarantee that gives right to the higher level of indemnity shall prevail.

## 5.10 SUBSIDIARITY

Generally speaking, when the same interest is insured with different insurers for the same risk, the regulations defined by the local legislation (country of residence of the policyholder) will be applicable. If no rule is defined by the local legislation, the present contract will be subsidiary.

If the same interest is insured with different insurers for the same risk, the policyholder must advise the insurer and must communicate the identity of the other insurer(s) as well as the policy reference numbers.

## 5.11 STATUTE OF LIMITATIONS

Any action resulting from the contract is limited to a three-year period from the day of the incident that engendered it.

## 5.12 FRAUD

Any fraud from the policyholder when taking this policy, when making any declaration under this policy or when answering any questions, will strip the policyholder of his rights against insurers.

## 5.13 COLLECTIVE CONTRACT

When several companies are participating to the present contract, a leading Insurer is appointed in the particular conditions; failing which the first mentioned in the list of co-insurers acts as a leading Insurer.

The insurance is subscribed by each company for its own part and without financial solidarity, at the same clauses and conditions than those applicable between the leading Insurer and the Policyholder.

The leading Insurer is deemed to be the agent of the other co-insurers to receive all declarations foreseen by the contract. The insured may address him every notification except those related to legal proceeding against the other co-insurers. The leading Insurer will inform the co-insurers without delay.

The leading Insurer receives the claim's declaration and informs the other co-insurers. He undertakes the necessary steps with a view to settle the claim and instruct the loss adjuster of the co-insurers, without prejudice of the right of each co-Insurer to appoint an underwriting agent of his choice.

All declarations made to the leading Insurer, all extensions or limitations of risks and conditions, all ratings, all claim's settlements, agreed with the leading Insurer, excluding cancellation and 'ex-gratia' payments made by the leading Insurer will be compulsory for all the co-insurers and will bind them irrevocably.

## 5.14 GENERAL EXCLUSIONS

(General exclusions are applicable to all guarantees unless otherwise stated under the 'Specific conditions' or 'Particular conditions')

The present contract does not cover losses and/or damages, liability or costs directly or indirectly, fully or partially, caused by or resulting from the following:

- a) War, declared or not, being specified that the Policyholder must prove that the claim results from an act other than the act of war.
- b) Insurrections, riots, civil commotions, act of terrorism or sabotage, being specified that the Insurer must prove that the claim results from one of these acts.
- c) The non compliance by the Policyholder with the obligations to which he is bound by virtue of the collective agreements of the profession and of contracts of employment.
- d) Civil war, being specified that the Insurer must prove that the claim results from this fact.
- e) The harmful use or operation of a computer, computer system, computer program, malicious code, virus or computer process or any other electronic system
- f) Embargo, confiscation, captures detention or destruction by order of any government or public authority of the studios, offices, equipment and other devices foreseen in the cover. When, because of one of the causes listed above, the offices used for production of the audiovisual document event are no longer under the custody of, the control of or at the disposal of the Policyholder or one of his representatives, the cover is suspended during that time.
- g) Non-observation of custom regulations.
- h) Land settling and mudslide, earthquakes, volcanic irruptions, tidal wave, hurricanes, storms, downpours, tornadoes, cyclones, floods and other cataclysms.
- i) Error in the direction or lateness attributable to the Policyholder, if it is proven that he did not take every possible step for the good delivery and transportation of the insured goods.
- j) Commonly known negligence in manipulation.
- k) Gross negligence and/or inexcusable fault of the management of the company causing damage to the insured goods.
- l) Theft in cars.

- m) Theft or disappearance of goods onboard of vans and/or trucks belonging to the insured and/or his employees, agents, representatives, subcontractors, suppliers when these vehicles are not locked during the day and/or not guarded at night (between 20:00 hours and 06:00 hours), on non-working days or holidays and/or when the said stolen equipment, decor was visible from outside the vehicle. By guarded is understood: parked in buildings that are guarded or locked.
- n) Faulty and/or inadequate packaging.
- o) Intended fault or gross negligence of the Policyholder: by 'gross negligence of the Policyholder', is understood any act or fault that must be considered as an intended fault.
- p) Drunkenness in direct relation with the claim.
- q) Fraud, dishonesty or a criminal act by the insured.
- r) Indirect losses such as loss of receipts, commercial and/or artistic damage, dilapidation in value and loss of profit.
- s) Damages caused by insects, vermin.
- t) Dirty bombs: the present insurance policy does not cover the losses, damages, liability or costs that are caused directly or indirectly, completely and/or partially, by – or occurring following:
  - Ionising radiations or radioactive contamination by any nuclear combustible and/or nuclear waste and/or by the combustion of nuclear combustible;
  - Radioactive, toxic, explosive or similar dangerous or contaminating properties of every nuclear installation, of every reactor and/or other nuclear assembly or components;
  - Any weapon or device for which the atomic or nuclear fission and/or fusion, or any similar reaction, or radioactive force or radioactive matter are used;
  - Radioactive, toxic, explosive or similar dangerous or contaminating properties of every nuclear matter. The exclusion contained in the present paragraph is not applicable to radioactive isotopes, except for nuclear combustible, when such isotopes are prepared, transported, stocked or used in aim that is commercial, agricultural, medical, scientific, or in other similarly pacific goals;
  - Any chemical, biological, biochemical or electromagnetic weapon.
- u) Risks linked, either directly or indirectly, to bird flu, pandemic, and epidemics in general

#### 5.15 RECOURSE – SUBROGATION

- a) The Insurer reserves all rights of recourse against third parties liable for the occurrence of the loss. He is subrogated in the rights of the assureds up to the amount of the indemnity.
- b) However, the Insurer acknowledges and accepts the civil inviolability of the Policyholder and of his employees.
- c) In case of damage, the policyholders will use all possible means against liable third parties in order to safeguard the recourse of the Insurer. However, the Insurer will not file a complaint against the assureds because of their negligence or inadvertently. He abandons any recourse for inadmissibility except in cases of fraud from the assureds.

#### 5.16 DISPUTES

Any dispute arising between the Assured and Insurer under the existing policy will be judged by arbiters.

The parties reserve the right to appeal.

The companies acknowledge the competence of the courts of the place where the contract has been signed.

## 6 GLOSSARY

- a) Accident: any event giving rise to damages, which cause is a fortuitous event independent of the will of the insured and making impossible any (ulterior) execution of the contract, the task or the activity that was undertaken before the accident occurred.
- b) Act of God: force to which there is no resistance, an event that cannot be prevented and that is not the Liability of the policyholder.
- c) Act of terrorism or sabotage: action organised clandestinely to ideological, political or social ends, conducted individually or by a group and attempting at the lives of persons or destroying a place in view of impressing upon the public and creating a climate of insecurity (terrorism).
- d) Agreed value: Value or Basis of evaluation that has been agreed and accepted by the parties when signing the contract.
- e) Average clause: clause that allows reducing the indemnity in the ratio between the insured budget and the budget that should have been insured according to section 4.2: ‘What production budget do you have to insure?’ In this case, the indemnity is calculated as follows: indemnity X insured budget / budget that should have been insured.
- f) Burnout: any manifestation resulting from an excess of physical and/or intellectual activity.
- g) Childhood Illness: Chicken Pox, measles, mumps, whooping-cough, scarlet fever, rubella
- h) Civil Commotion: violent demonstration concerted or not, of a group of persons that, without there being a revolt against the established order, reveals unrest of feelings characterised by disorder and/or illegal actions.
- i) Claim: any damage to the goods or persons insured due to one same cause, as well as those that are payable by virtue of the guarantee of recourse of third parties which have been caused on the occasion of one same damageable event.
- j) Competition: any organisation of a speed, agility or time event, organised by an approved sporting association or federation whether or not within the context of a contest.
- k) Convention: Agreement signed between an investor and a producer as defined by Article 194 of the CIR of the Programme Law of 2 August 2002 known as the “Tax Shelter “ Law.
- l) Damage: the word damage used in the present contract defines every additional cost incurred by the Policyholder for the completion of the insured film and/or all other costs essential to the repair or replacement of the goods insured because of an insured circumstance.
- m) Dementia: imprudence, debauchery, excess and misbehaviour, but also insanity and mental disorder
- n) Deductible: the part of the damage that remains at the cost of the Policyholder. Every loss is subject to one single deductible that will be deducted from the amount of the indemnity. If several guarantees would be involved for the same damage, the lowest deductible will be applied.
- o) Dilapidation: deterioration caused by the time to an item, equipment or building
- p) Expenses: production and operating spending in Belgium (hereinafter “Spending”) refers to operating costs and financial costs constituting taxable professional income on the part of the beneficiary, by the personal, company and non-resident tax, excluding the costs referred to in Article 57 of the CIR that are not accounted for by the submission of individual forms and a recapitulative statement, as well as of costs referred to in Article 53, 9° and 10° of the CIR, and any other cost not linked to the production or exploitation of the Work. However, where the spending consists, for the beneficiary, of the remuneration for the service provided and where the beneficiary calls upon one or more subcontractors to perform such services, then this spending is considered spending in Belgium only if the remuneration for the service provided by the subcontractor(s) represents no more than 10% of the spending. This condition is presumed fulfilled if the beneficiary undertook it in writing, both to the Producer and to the federal authority. For the calculation of this 10% rate, the remunerations of subcontractors that could have been considered as spending in Belgium had these subcontractors signed a contract directly with the Producer are not taken into consideration.
- q) Fight: quarrel between two or more persons accompanied by insults, threats and sometimes physical blows.
- r) Fraud: deception, dishonest action
- s) High-speed camera: any camera for which speed is higher than 150 images per second.
- t) Illness: alteration of the organs or organic functions attributable to internal or external causes and translated into symptoms and signs that manifest themselves by a disturbance of the functions or by injuries. In any case, the depressive state and the similar are not considered as an illness in the present contract.
- u) Immaterial: loss of use.
- v) Insured: the producers and co-producers of the production insured including any persons working for the insured production.
- w) Insurrections: uprising against the government. The Insurer attaches a notion of law and justice to this word
- x) Intervention limit: limit of indemnity, specified at the subscription of the policy, in excess of which the Insurer does not pay. In this case the average clause is not applicable.
- y) Labour dispute: work-related collective contestation.
- z) Lockout: temporary closing decided by a company in order to bring its staff to negotiate in a labour dispute
- aa) No-claim bonus: part of the premium paid back by the insurer if no claim is declared during the insured period. When this part of premium is paid back at the subscription of the contract, the bonus is said to be anticipated.
- bb) Purchase value: Price that has been paid to purchase the insured good when it was new (without depreciation)
- cc) Real value: value at new after dilapidation.
- dd) Rebuilding value: Price to rebuild the damaged good to a duplicate

- ee) Replacement value at new: Purchase price at new on the day of the loss to buy back a good that replaces the damaged good. In this case, we will pay the assured the purchase price of the good that replaces the damaged good taking into account the technological evolution or the market trend.
- ff) Strike: concerted stoppage of work by a group of workers, employees, civil servants or self-employed workers
- gg) Tenant: the Policyholder linked by a lease contract. The free occupant is assimilated to a tenant.
- hh) Third party: any person that his not considered as an insured in the present contract.
- ii) You: by you we understand the insureds.